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***Attorneys for Plaintiff Kathleen Hoenow***

**UNITED STATES DISTRICT COURT**

**EASTERN DISTRICT OF CALIFORNIA**

**KATHLEEN HOENOW**, an individual,

**Plaintiff,**

**v.**

**SUNBEAM PRODUCTS, INC.**, a  
Florida Corporation,

**Defendant.**

Case No.:

**COMPLAINT AND DEMAND FOR  
JURY TRIAL**

1. Strict Products Liability
2. Negligent Products Liability
3. Breach of Implied Warranty of  
Merchantability
4. Breach of Implied Warranty of  
Fitness for a Particular Purpose

Plaintiff, **KATHLEEN HOENOW** (hereafter referred to as "Plaintiff"), by and through her undersigned counsel, **JOHNSON BECKER, PLLC** and **HARLAN LAW, P.C.**, hereby submits the following Complaint and Demand for Jury Trial against Defendant **SUNBEAM PRODUCTS, INC.**, and alleges the following upon personal

1 knowledge and belief, and investigation of counsel:

2 **NATURE OF THE CASE**

3 1. Defendant Sunbeam Products, Inc. (hereinafter generally referred to as  
4 “Defendant Sunbeam”) designs, manufactures, markets, imports, distributes and sells  
5 a wide-range of consumer products, including the subject “Crock-Pot Express Crock  
6 Multicooker,” which specifically includes the Model Number SCCPPC 600-V1 (referred  
7 to hereafter as “Pressure Cooker(s)”).

8 2. Defendant Sunbeam touts that its Pressure Cookers are designed with  
9 “safety in mind,”<sup>1</sup> which include supposed “safety measures”<sup>2</sup> such as “safety sensors”<sup>3</sup>  
10 that purport to keep the lid from being opened while the unit is under pressure.

11 3. Despite Defendant Sunbeam’s claims of “safety,” it designed,  
12 manufactured, marketed, imported, distributed and sold, both directly and through  
13 third-party retailers, a product that suffers from serious and dangerous defects. Said  
14 defects cause significant risk of bodily harm and injury to its consumers.

15 4. Specifically, said defects manifest themselves when, despite Defendant  
16 Sunbeam’s statements, the lid of the Pressure Cooker is removable with built-up  
17 pressure, heat and steam still inside the unit. When the lid is removed under such  
18 circumstances, the pressure trapped within the unit causes the scalding hot contents  
19 to be projected from the unit and into the surrounding area, including onto the  
20 unsuspecting consumers, their families and other bystanders. The Plaintiff in this case  
21 was able to remove the lid while the Pressure Cooker retained pressure, causing her  
22 serious and substantial bodily injuries and damages.

23 5. On November 24, 2020, the Consumer Products Safety Commission  
24 (“CPSC”) announced a recall of more than 900,000 of Defendant Sunbeam’s  
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26 <sup>1</sup> See Sunbeam Products, Inc. Crock-Pot Express Crock Multicooker Owner’s Manual,  
27 pg. 10, attached hereto as Exhibit A

28 <sup>2</sup> *Id.*

<sup>3</sup> *Id.*

1 SCCPPC600-V1 pressure cookers, which includes the subject pressure cooker, after  
2 receiving “**119 reports of lid detachment, resulting in 99 burn injuries ranging**  
3 **in severity from first-degree to third-degree burns.**”<sup>4</sup>

4 6. Defendant Sunbeam knew or should have known of these defects but has  
5 nevertheless put profit ahead of safety by continuing to sell its Pressure Cookers to  
6 consumers, failing to warn said consumers of the serious risks posed by the defects,  
7 and failing to timely recall the dangerously defective Pressure Cookers regardless of  
8 the risk of significant injuries to Plaintiff and consumers like her.

9 7. Defendant Sunbeam ignored and/or concealed its knowledge of these  
10 defects in its Pressure Cookers from the Plaintiff in this case, as well as the public in  
11 general, in order to continue generating a profit from the sale of said Pressure Cookers,  
12 demonstrating a callous, reckless, willful, depraved indifference to the health, safety  
13 and welfare of Plaintiff and consumers like her.

14 8. As a direct and proximate result of Defendant Sunbeam’s conduct, the  
15 Plaintiff in this case incurred significant and painful bodily injuries, medical expenses,  
16 physical pain, mental anguish, and diminished enjoyment of life.

17 **PLAINTIFF KATHLEEN HOENOW**

18 9. Plaintiff is a resident and citizen of the city of Sacramento, County of  
19 Sacramento, State of California.

20 10. On or about May 9, 2020, Plaintiff suffered serious and substantial burn  
21 injuries as the direct and proximate result of the Pressure Cooker’s lid being able to be  
22 rotated and opened while the Pressure Cooker was still under pressure, during the  
23 normal, directed use of the Pressure Cooker, allowing its scalding hot contents to be  
24 forcefully ejected from the Pressure Cooker and onto Plaintiff. The incident occurred

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26  
27 <sup>4</sup> See the CPSC Recall notice from November 24, 2020  
28 (<https://www.cpsc.gov/Recalls/2020/crock-pot-6-quart-express-crock-multi-cookers-recalled-by-sunbeam-products-due-to-burn#>), a copy of which is attached hereto as Exhibit B.

1 as a result of the failure of the Pressure Cooker’s supposed “safety measures,” which  
2 purport to keep the consumer safe while using the Pressure Cooker. In addition, the  
3 incident occurred as the result of Defendant Sunbeam’s failure to redesign the  
4 Pressure Cooker, despite the existence of economical, safer alternative designs.

5 **DEFENDANT SUNBEAM PRODUCTS, INC.**

6 11. Defendant Sunbeam designs, manufacturers, markets, imports,  
7 distributes and sells a variety of consumer products<sup>5</sup> including pressure cookers,  
8 toasters, panini makers, and mixers, amongst others.

9 12. Defendant Sunbeam claims that through its “cutting-edge innovation and  
10 intelligent design”<sup>6</sup> it has been “simplifying the lives of everyday people”<sup>7</sup> for “over 100  
11 years”.<sup>8</sup>

12 13. Defendant Sunbeam is a Delaware Corporation with its registered place  
13 of business at 1293 North University Drive, #322 City of Coral Springs, Broward  
14 County, Florida 33071, and its principal place of business located at 2381 Executive  
15 Center Drive, Boca Raton, Florida 33431.

16 **JURISDICTION AND VENUE**

17 14. This Court has subject matter jurisdiction over this case pursuant to  
18 diversity jurisdiction prescribed by 28 U.S.C. § 1332 because the matter in controversy  
19 exceeds the sum or value of \$75,000, exclusive of interest and costs, and there is  
20 complete diversity between the parties.

21 15. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because  
22 Defendant has sufficient minimum contacts with the California and intentionally  
23  
24

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25 <sup>5</sup> See generally, <https://www.sunbeam.com/> (last accessed March 28, 2022).

26 <sup>6</sup> See, <https://www.newellbrands.com/our-brands/sunbeam> (last accessed March 28,  
27 2022).

28 <sup>7</sup> *Id.*

<sup>8</sup> *Id.*

1 availed itself of the markets within California through the promotion, sale, marketing,  
2 and distribution of its products.

3 **FACTUAL BACKGROUND**

4 16. Defendant Sunbeam is engaged in the business of designing,  
5 manufacturing, warranting, marketing, importing, distributing and selling the  
6 Pressure Cookers at issue in this litigation.

7 17. Defendant Sunbeam aggressively warrants, markets, advertises and sells  
8 its Pressure Cookers as “an all-in-one appliance that’s always ready when you are,”<sup>9</sup>  
9 allowing consumers to cook “instant, healthy, home-cooked dish in under an hour.”<sup>10</sup>

10 18. According to the Owner’s Manual<sup>11</sup> accompanying each individual unit  
11 sold, the Pressure Cookers purport to be designed with “safety in mind and has various  
12 safety measures.”<sup>12</sup>

13 19. For instances, the Defendant Sunbeam claims that it’s pressure cookers  
14 include “safety sensors”<sup>13</sup> to keep the lid from being opened while the unit is under  
15 pressure; that “[p]ressure will not build if the Lid is not shut correctly and has not  
16 sealed”<sup>14</sup>; and that “[o]nce the pressure increases, the Lid cannot be opened.”<sup>15</sup>

17 20. In addition to the “safety measures” listed in the manual, Defendant  
18 Sunbeam’s Crock-Pot website claims that consumers can “cook with confidence”  
19  
20  
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22 <sup>9</sup> See [https://www.crock-pot.com/multi-cookers/express-crock/crock-pot-6-quart-](https://www.crock-pot.com/multi-cookers/express-crock/crock-pot-6-quart-express-crock-multi-cooker/SCCPPC600-V1.html)  
23 [express-crock-multi-cooker/SCCPPC600-V1.html](https://www.crock-pot.com/multi-cookers/express-crock/crock-pot-6-quart-express-crock-multi-cooker/SCCPPC600-V1.html) (last accessed March 28, 2022).

24 <sup>10</sup> *Id.*

25 <sup>11</sup> See Sunbeam Products, Inc. Crock-Pot Express Crock Multicooker Owner’s Manual  
26 (“Exhibit A”), pg. 10.

27 <sup>12</sup> *Id.*

28 <sup>13</sup> *Id.*

<sup>14</sup> *Id.*

<sup>15</sup> *Id.*

1 because the “airtight locking lid remains locked while pressure is inside the unit.”<sup>16</sup>

2 21. On November 24, 2020, the Consumer Products Safety Commission  
3 (“CPSC”) announced a recall of more than 900,000 of Defendant Sunbeam’s  
4 SCCPPC600-V1 pressure cookers, which includes the subject pressure cooker, after  
5 receiving “**119 reports of lid detachment, resulting in 99 burn injuries ranging**  
6 **in severity from first-degree to third-degree burns.**”<sup>17</sup>

7 22. By reason of the forgoing acts or omissions, the above-named Plaintiff  
8 and/or her family purchased their Pressure Cooker with the reasonable expectation  
9 that it was properly designed and manufactured, free from defects of any kind, and  
10 that it was safe for its intended, foreseeable use of cooking.

11 23. Plaintiff used her Pressure Cooker for its intended purpose of preparing  
12 meals for herself and/or family and did so in a manner that was reasonable and  
13 foreseeable by Defendant Sunbeam.

14 24. However, the aforementioned Pressure Cooker was defectively designed  
15 and manufactured by Defendant Sunbeam in that it failed to properly function as to  
16 prevent the lid from being removed with normal force while the unit remained  
17 pressurized, despite the appearance that all the pressure had been released, during  
18 the ordinary, foreseeable and proper use of cooking food with the product; placing the  
19 Plaintiff, her family, and similar consumers in danger while using the Pressure  
20 Cookers.

21 25. Defendant Sunbeam’s Pressure Cookers possess defects that make them  
22 unreasonably dangerous for their intended use by consumers because the lid can be  
23 rotated and opened while the unit remains pressurized.

24  
25 <sup>16</sup> See <https://www.crock-pot.com/multi-cookers/express-crock/crock-pot-6-quart-express-crock-multi-cooker/SCCPPC600-V1.html> (last accessed March 28, 2022).

26  
27 <sup>17</sup> See the CPSC Recall notice from November 24, 2020  
28 (<https://www.cpsc.gov/Recalls/2020/crock-pot-6-quart-express-crock-multi-cookers-recalled-by-sunbeam-products-due-to-burn#>), a copy of which is attached hereto as Exhibit B.

26. Further, Defendant Sunbeam’s representations about “safety” are not just misleading, they are flatly wrong, and put innocent consumers like Plaintiff directly in harm’s way.

27. Economic, safer alternative designs were available that could have prevented the Pressure Cooker's lid from being rotated and opened while pressurized.

28. As a direct and proximate result of Defendant Sunbeam's intentional concealment of such defects, its failure to warn consumers of such defects, its negligent misrepresentations, its failure to remove a product with such defects from the stream of commerce, and its negligent design of such products, Plaintiff used an unreasonably dangerous Pressure Cooker, which resulted in significant and painful bodily injuries upon Plaintiff's simple removal of the lid of the Pressure Cooker.

29. Consequently, the Plaintiff in this case seeks damages resulting from the use of Defendant Sunbeam's Pressure Cooker as described above, which has caused the Plaintiff to suffer from serious bodily injuries, medical expenses, physical pain, mental anguish, diminished enjoyment of life, and other damages.

## FIRST CAUSE OF ACTION

## STRICT PRODUCTS LIABILITY

PLAINTIFF, FOR A FIRST CAUSE OF ACTION AGAINST SUNBEAM  
PRODUCTS, INC., ALLEGES AS FOLLOWS:

30. Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein.

31. At the time of Plaintiff's injuries, Defendant's pressure cookers were defective and unreasonably dangerous for use by foreseeable consumers, including Plaintiff.

32. Defendant's pressure cookers were in the same or substantially similar condition as when they left the possession of the Defendant.

33. Plaintiff and her family did not misuse or materially alter the pressure cooker.

1           34. The pressure cookers did not perform as safely as an ordinary consumer  
2 would have expected them to perform when used in a reasonably foreseeable way.

3           35. Further, a reasonable person would conclude that the possibility and  
4 serious of harm outweighs the burden or cost of making the pressure cookers safe.  
5 Specifically:

6           a. The pressure cookers designed, manufactured, sold, and supplied by  
7 Defendant were defectively designed and placed into the stream of  
8 commerce in a defective and unreasonably dangerous condition for  
9 consumers;

10           b. The seriousness of the potential burn injuries resulting from the product  
11 drastically outweighs any benefit that could be derived from its normal,  
12 intended use;

13           c. Defendant failed to properly market, design, manufacture, distribute,  
14 supply, and sell the pressure cookers, despite having extensive knowledge  
15 that the aforementioned injuries could and did occur;

16           d. Defendant failed to warn and place adequate warnings and instructions  
17 on the pressure cookers;

18           e. Defendant failed to adequately test the pressure cookers; and

19           f. Defendant failed to market an economically feasible alternative design,  
20 despite the existence of economical, safer alternatives, that could have  
21 prevented the Plaintiff's injuries and damages.

22           36. At the time of Plaintiff's injuries, Defendant's pressure cookers were  
23 defective and unreasonably dangerous for use by foreseeable consumers, including  
24 Plaintiff.

25           37. Defendant's actions and omissions were the direct and proximate cause  
26 of the Plaintiff's injuries and damages.

27           **WHEREFORE**, Plaintiff demands judgment against Defendant for damages,  
28 together with interest, costs of suit, attorneys' fees, and all such other relief as the



1 Court deems proper. Plaintiff reserves the right to amend the complaint to seek  
2 punitive damages if and when evidence or facts supporting such allegations are  
3 discovered.

4 **SECOND CAUSE OF ACTION**

5 **NEGLIGENT PRODUCTS LIABILITY**

6 PLAINTIFF, FOR A SECOND CAUSE OF ACTION AGAINST SUNBEAM  
7 PRODUCTS, INC., ALLEGES AS FOLLOWS:

8 38. Plaintiff incorporates by reference each preceding and succeeding  
9 paragraph as though set forth fully at length herein.

10 39. Defendant had a duty of reasonable care to design, manufacture, market,  
11 and sell non-defective pressure cookers that are reasonably safe for its intended uses  
12 by consumers, such as Plaintiff and her family.

13 40. Defendant failed to exercise ordinary care in the manufacture, sale,  
14 warnings, quality assurance, quality control, distribution, advertising, promotion, sale  
15 and marketing of its pressure cookers in that Defendant knew or should have known  
16 that said pressure cookers created a high risk of unreasonable harm to the Plaintiff  
17 and consumers alike.

18 41. Defendant were negligent in the design, manufacture, advertising,  
19 warning, marketing and sale of its pressure cookers in that, among other things, it:

- 20 a. Failed to use due care in designing and manufacturing the pressure  
21 cookers to avoid the aforementioned risks to individuals;  
22 b. Placed an unsafe product into the stream of commerce; and  
23 c. Were otherwise careless or negligent.

24 42. Despite the fact that Defendant knew or should have known that  
25 consumers were able to remove the lid while the pressure cookers were still  
26 pressurized, Defendant continued to market its pressure cookers to the general public.

27 **WHEREFORE**, Plaintiff demands judgment against Defendant for damages,  
28 together with interest, costs of suit, attorneys' fees, and all such other relief as the

1 Court deems proper. Plaintiff reserves the right to amend the complaint to seek  
2 punitive damages if and when evidence or facts supporting such allegations are  
3 discovered.

4 **THIRD CAUSE OF ACTION**

5 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

6 PLAINTIFF, FOR A THIRD CAUSE OF ACTION AGAINST SUNBEAM  
7 PRODUCTS, INC., ALLEGES AS FOLLOWS

8 43. Plaintiff incorporates by reference each preceding and succeeding  
9 paragraph as though set forth fully at length herein.

10 44. At the time Defendant marketed, distributed and sold its pressure  
11 cookers to the Plaintiff in this case, Defendant warranted that its pressure cookers  
12 were merchantable and fit for the ordinary purposes for which they were intended.

13 45. Members of the consuming public, including consumers such as Plaintiff,  
14 were intended third-party beneficiaries of the warranty.

15 46. Plaintiff reasonably relied on Defendant's representations that its  
16 pressure cookers were a quick, effective and safe means of cooking.

17 47. Defendant's pressure cookers were not merchantable because they had  
18 the propensity to lead to the serious personal injuries as described herein in this  
19 Complaint.

20 48. Plaintiff used the pressure cooker with the reasonable expectation that it  
21 was properly designed and manufactured, free from defects of any kind, and that it  
22 was safe for its intended, foreseeable use of cooking.

23 49. Defendant's breach of implied warranty of merchantability was the direct  
24 and proximate cause of Plaintiff's injury and damages.

25 **WHEREFORE**, Plaintiff demands judgment against Defendant for damages,  
26 together with interest, costs of suit, attorneys' fees, and all such other relief as the  
27 Court deems proper. Plaintiff reserves the right to amend the complaint to seek  
28

1 punitive damages if and when evidence or facts supporting such allegations are  
2 discovered.

3 **FOURTH CAUSE OF ACTION**

4 **BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR**  
5 **PURPOSE**

6 PLAINTIFF, FOR A FOURTH CAUSE OF ACTION SUNBEAM PRODUCTS,  
7 INC., ALLEGES AS FOLLOWS:

8 50. Plaintiff incorporates by reference each preceding and succeeding  
9 paragraph as though set forth fully at length herein.

10 51. Defendant manufactured, supplied, and sold its pressure cookers with an  
11 implied warranty that they were fit for the particular purpose of cooking quickly,  
12 efficiently and safely.

13 52. Members of the consuming public, including consumers such as Plaintiff,  
14 were the intended third-party beneficiaries of the warranty.

15 53. Defendant's pressure cookers were not fit for the particular purpose as a  
16 safe means of cooking, due to the unreasonable risks of bodily injury associated with  
17 its use.

18 54. Plaintiff reasonably relied on Defendant's representations that its  
19 pressure cookers were a quick, effective and safe means of cooking.

20 55. Defendant's breach of the implied warranty of fitness for a particular  
21 purpose was the direct and proximate cause of Plaintiff's injuries and damages.

22 **WHEREFORE**, Plaintiff demands judgment against Defendant for and  
23 punitive damages according to proof, together with interest, costs of suit, attorneys'  
24 fees, and all such other relief as the Court deems proper. Plaintiff reserves the right  
25 to amend the complaint to seek punitive damages if and when evidence or facts  
26 supporting such allegations are discovered.

27 **INJURIES & DAMAGES**

28 56. As a direct and proximate result of Defendant's collective negligence and

1 wrongful misconduct as described herein, Plaintiff has suffered and will continue to  
2 suffer physical and emotional injuries and damages including past, present, and future  
3 physical and emotional pain and suffering as a result of the incident. Plaintiff is  
4 entitled to recover damages from Defendant for these injuries in an amount which  
5 shall be proven at trial.

6       57. As a direct and proximate result of Defendant's negligence and wrongful  
7 misconduct, as set forth herein, Plaintiff has incurred and will continue to incur the  
8 loss of full enjoyment of life and disfigurement as a result of the incident. Plaintiff is  
9 entitled to recover damages for loss of the full enjoyment of life and disfigurement from  
10 Defendant in an amount to be proven at trial.

11       58. As a direct and proximate cause of Defendant's negligence and wrongful  
12 misconduct, as set forth herein, Plaintiff has and will continue to incur expenses for  
13 medical care and treatment, as well as other expenses, as a result of the catastrophic  
14 burns she suffered as a result of the incident. Plaintiff is entitled to recover damages  
15 from Defendant for her past, present and future medical and other expenses in an  
16 amount which shall be proven at trial.

17                                   **PRAYER FOR RELIEF**

18       **WHEREFORE**, Plaintiff demands judgment against the Defendant as follows:

- 19       A. That Plaintiff has a trial by jury on all of the claims and issues;
- 20       B. That judgment be entered in favor of the Plaintiff and against Defendant on
- 21       all of the aforementioned claims and issues;
- 22       C. That Plaintiff recover all damages against Defendant, general damages and
- 23       special damages, including economic and non-economic, to compensate the
- 24       Plaintiff for her injuries and suffering sustained because of the use of the
- 25       Defendant's defective pressure cooker;
- 26       D. That all costs be taxed against Defendant;
- 27       E. That prejudgment interest be awarded according to proof;
- 28

1 F. That Plaintiff be awarded attorney's fees to the extent permissible under  
2 Federal and California law; and

3 G. That this Court awards any other relief that it may deem equitable and just,  
4 or that may be available under the law of another forum to the extent the  
5 law of another forum is applied, including but not limited to all reliefs prayed  
6 for in this Complaint and in the foregoing Prayer for Relief.

7  
8 Dated: May 2, 2022

**HARLAN LAW, P.C**

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14 *In association with:*

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**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff demands a trial by jury of all the claims asserted in this Complaint so triable.

**Dated: May 2, 2022**

**JOHNSON BECKER, PLLC**

By /s/ Jordon Harlan, Esq  
Jordon Harlan, Esq. (CA #273978)